

**IT Professional Technical Services
Master Contract
T#902TS**

**Statement of Work (SOW) – DHS #09-025
For Technology Services
Issued By
Minnesota Department of Human Services**

Project Title: Content and Business Intelligence Taxonomy Development

Service Categories:

Responders must be approved in both categories in order to be considered.

- 1) Project Manager**
- 2) Analyst – Business**

Business Need

The Department of Human Services (DHS) is seeking Professional/Technical Services to design and implement taxonomy tools and structure, a common vocabulary and a means of organizing content to make better connections between people and the information they need.

DHS is currently heavily reliant on shared drives and multiple repositories, and may use different systems for different document lifecycle stages (MS Word to create, e-mail to route, FileNet, e-mail or shared folders to store). DHS's goal is to enhance the value of our knowledge and information by better organizing existing content, reducing duplicate content, and creating a sustainable structure for future content) by implementing a comprehensive agency taxonomy.

Information taxonomies exist at DHS in legacy applications, in specific business environments, and in the way we manage records in our Electronic Document Management (EDMS) system using FileNet. Reviewing existing taxonomies and information (infra)structure will be the first step in creating a sustainable enterprise taxonomy for DHS.

This taxonomy development effort is being done in conjunction with the development of an enterprise build-out of Microsoft Office Sharepoint Server (MOSS) as a collaboration and content management tool. The combined effort must yield a DHS content repository for the transition of materials currently maintained in Microsoft Outlook and in shared folders and local hard drives across the enterprise. Both efforts will fall into two primary phases:

Phase 1 –December 2009: This tandem collaboration environment and taxonomy development effort must yield a DHS content repository (MOSS MySite) with a usable structure and taxonomy for the transition of materials currently maintained in Microsoft Outlook.

Phase 2 - by March 1, 2010: DHS intends to expand the MOSS environment to provide for team sites and additional functionality. Further taxonomy tools development and user and site-owner training must occur in concert. This collaboration and document management environment (and its underlying taxonomy) will interface with the DHS's FileNet document repository and archiving system.

We intend ultimately to support a vibrant collaboration environment, manage the full lifecycle of enterprise documents according to information management policies from creation through retention and expiration. We anticipate that the biggest barrier to adoption will be contributing documents to the repository – this solution set must make it easy for all employees to both contribute documents to the repository and search for documents in the repository; balancing comprehensive metadata with ease of check-in and search. The taxonomy used to store and subsequently to find information must simplify the search process in a manner that helps to solve the information overload problem and connects end users with information they need.

Detailed Project Requirements

The following describes in general terms the technical systems and processes to be reviewed as related to the project. There are two main fronts to this effort – 1) the technical analysis and development and 2) the business policy development and training for document management. The business policy for document management must fit and coordinate with efforts currently underway to develop agency taxonomy (example: electronic and paper forms) and record management and storage policy that has been developed in the Business Document Management Unit. All work must be accomplished within the context of the DHS business and technical environment, meet the DHS and State security requirements as well as the vision for and flexibility to provide longer-term portal and content management capabilities with enhanced features and functionality.

Work with DHS teams to review and document business requirements

- Define the scope, purpose, business objectives and types of content – identifying communities who will use the taxonomy.
- Interview subject matter experts at both a high level of functionality and at the detailed operational level to understand requirements.
- Develop a detailed plan for completing the transition from the current environment to the construction of a fully functional enterprise business taxonomy and content repository application, with the understanding that at least a very basic level of organization must exist in time to support the transition of content from e-mail and other existing repositories.
- Work with the DHS Workplace (SharePoint) Enterprise Implementation Team and contractor responsible for the development and architecture for expansion of the existing SharePoint portal at DHS.

Inventory of existing taxonomies

- Review and document the existing array of business taxonomies in use at DHS (internal and external) and document management methodologies in use across the DHS enterprise
- Identify the attributes and tools necessary to protect current levels of functionality
- Review current content to see what exists and where it is located. This effort will be informed by the efforts of the team involved in developing the Sharepoint collaboration environment.
- Note any opportunities, gaps or risks associated with the transition to a single, enterprise taxonomy.
- Identify opportunities to purchase or utilize existing taxonomies developed by like organizations.

Building out functionality

- Within the context of the longer term vision for a fully functional document life-cycle management and business intelligence tool, develop a detailed plan and timeline for building out the needed taxonomy for a document repository, identifying key deadlines for establishment of policies, procedures and document and content taxonomy, training of end users and moving of content from e-mail and shared folders. Assume up to 8,000 internal DHS users.
- Collaborate on planning and training with the team focused on developing the enterprise Sharepoint environment.
- Working with the broader team and subject matter experts, begin the transition of existing collaboration sites, and prepare for and facilitate the movement of content currently in e-mail and shared folders to the enterprise document repository.

Future Application Support

DHS will need to support this application in the long term with minimal resources in a very efficient manner. The design and architecture must be highly reliable, integrated carefully into the DHS environment to ensure ease of operability across the enterprise, and the application design must be crafted for ease of employee usability and simplicity to promote adoption. We will need simplified training tools to provide an orientation to new employees and business partners over time.

The final project plan and implementation must provide for a combination of dedicated and non-dedicated staffing strategies to support the use of this taxonomy across the enterprise. The recommendations should take into consideration industry best practices and contemporary models of management and staffing for similar business intelligence, records and content management applications in organizations of similar size and complexity. The final recommendations will include options for building on and leveraging current strengths and potential improvements in areas of need.

Deliverables

Determine requirements:

Define scope, business purpose and types of content. Understand the communities who will use the enterprise taxonomy. Develop an understanding of how information is currently categorized, and what people spend time searching for. Document these requirements.

Identify concepts:

Document where content is, work with the broader project team and subject matter experts to inventory it, and conduct user interviews to better understand how agency content is structured. Look for and document naming conventions, document types and normalized vocabulary. Document processes in narrative form – describing major process steps, document types, etc.

Develop draft taxonomy:

Develop the over-arching structure, commonly understood terminology and a list of document types and titles. The taxonomy should follow the American National Standards Institute/National Information Standards Organization (ANSI/NISO) standard, *Guidelines for the Construction, Format and Management of Monolingual Controlled Vocabularies*. Build in flexibility and scalability to handle increasing volume of content. As new content is integrated, the taxonomy must be extensible to allow for new concepts and categories.

Review draft taxonomy with users and subject matter experts:

Using an iterative model, involve stakeholders, subject matter experts and users to review and react to a structure, testing it for usability and providing feedback.

Refine the taxonomy:

Working with stakeholders, review user feedback and incorporate agreed-upon changes. Develop the tools to a usable level of detail, with the intent that this taxonomy will continue to grow. The need for detail must be balanced against the need for this utility to be manageable over time with minimal resources.

Apply the taxonomy to content:

Develop guidelines for use and training for users. Provide support and advise as the taxonomy is applied against documents being transitioned to the new collaboration environment. Integrate the taxonomy with existing applications. Work with subject-matter experts and users to test search capabilities and assess the need for modification.

Develop recommendations and a plan for maintenance:

Document the taxonomy, establish version control to manage updates over time, and recommend resources needed and ownership of various aspects of ongoing taxonomy management. Provide a plan for the long term vision and strategy for keeping the taxonomy viable.

Plan for Implementation, training & ongoing support:

- **Technical administration** – Provide documentation, training and support to DHS staff assigned to manage the taxonomy throughout implementation and ongoing operation.
- **User training** – Assuming a “train the trainer” concept, provide maintenance, management and modification training. This may include training up to 12 trainers. Alternatively, work with DHS to develop web-based training for content users.
- **Support planning** – Provide a plan detailing the long term support needed at DHS, assuming that this must be done with minimal dedicated resources and a participative and distributed model of maintenance.

Project Milestones and Schedule

- November/December 2009: Anticipated contract start date
- December 2009: Contribute to the development of a taxonomy structure and training materials suitable for the MOSS MySite deployment
- February 2010: Completion of further taxonomy development required to integrate with the March 1, 2010 MOSS team site rollout and integration with FileNet.
- June 30, 2010: Anticipated contract end date

Project Environment (State Resources)

1. Department of Human Services staff will perform the detailed onsite hardware and software configuration, testing, and production cutover with assistance from the selected vendor.
2. Project Staff:
 - Business Document management leadership and staff:
 - ITS Application Development and Support team:
 - EDMS Team
 - DHS Records Manager
 - DHS Legal Office subject matter experts
 - Key DHS content subject matter experts
 - Key DHS Workplace Site Owners (these would be SME's)
 - Key DHS Collaboration Governance Team members (these would be SME's)
 - DHS will provide suitable workspace, including Internet access.
 - DHS will provide guidance via the DHS Project Sponsor and DHS technical resources.
 - DHS will help the contractors schedule meetings and venues as needed.
 - DHS will provide business area experts to assist in developing, reviewing, testing and providing feedback on taxonomy, content management policies and procedures, and metadata and search standards.
 - Contractor and DHS Workplace Enterprise Implementation team

Responsibilities Expected of the Selected Vendor

- Contractor must provide a project manager, project methodology and process documentation, and a schedule to meet or exceed State requirements.
- Provide subject matter experts as needed to complete the assessments, planning, development, migration, knowledge transfer and training.
- Conduct and document interviews, content and taxonomy inventories.
- Vendor staff will provide technical consulting services only, supporting DHS staff to be self sufficient when the contracted requirements have been met.
- Contractor must document and validate requirements prior to test conversion.
- Contractor must propose a test and validation plan for conversion of existing content.
- Contractor project plan must include delivery dates and deliverable documents.
- Contractor must conduct status report meetings with stakeholders at DHS.
- Contractor must produce regular status reports measuring progress against the plan to the project Sponsor
- Contractor must submit a copy of the completed application documentation, long-term plan, and all supporting paper and electronic documents to DHS prior to project completion and final payment.

Required Qualifications

The required minimum qualifications are listed below. Required Qualifications will initially be evaluated on a pass/fail basis. **The Response must specifically indicate how the Responder's proposed project team as a whole meets all of these minimum qualifications.** If DHS determines, at its sole discretion, that the Responder fails to meet one or more of these requirements (or if the Responder has not submitted sufficient information to make the determination), then the Response will be eliminated from further review.

- Minimum 2 years demonstrated experience in all aspects of taxonomy development
- Minimum 2 years demonstrated business requirements analysis expertise.
- Minimum 2 years experience in recommending and developing operational support for large-scale taxonomy and content management applications.
- Minimum 2 years demonstrated experience in training of technical support personnel and end-users in taxonomy management, maintenance and use.
- Minimum 2 years demonstrated project management experience with implementation of taxonomy development projects in a centralized and decentralized business environment.
- Successful completion of at least 2 projects that demonstrate experience with complex enterprise taxonomy development and migration experience.
- Successful completion of at least 2 projects that illustrate experience with management taxonomy to be used over the full lifecycle of enterprise documents, including integration with FileNet, Sharepoint and other possible content management and collaboration tools.
- Records management professional certification
- Demonstrated excellent verbal and written communication and presentation skills

Desired Qualifications

- Four or more projects that demonstrate experience in developing taxonomy and content management functionality in organizations of a similar size and complexity.
- Several projects that demonstrate enterprise taxonomy development experience
- Demonstrated expertise in integration with FileNet and content management and business intelligence tools
- PMP certification

Process Schedule

- | | |
|---|--------------------------------|
| • Deadline for Questions | November 6, 2009, 3:00 PM CST |
| • Posted Response to Questions | November 10, 2009 |
| • Proposals due | November 12, 2009, 3:00 PM CST |
| • Anticipated proposal evaluation begins | November 13, 2009 |
| • Anticipated evaluation completed & decision | November 30, 2009 |

Questions

Any questions regarding this Statement of Work must be submitted via e-mail by November 6, 2009, 3:00 PM Central Standard Time (CST) to:

Name: Camille Hauer

Email Address: camille.hauer@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology website by the end of the day November 10, 2009.

SOW Evaluation Process

All responses received by the due date and time will be evaluated according to the evaluation process below. Detailed information on the content, format and submittal requirements is provided in the next section of this SOW, Response Requirements.

Step 1. Pass/Fail on Response Requirements

Step 2. Initial Pass/Fail evaluation of Required Qualifications. If DHS determines, at its sole discretion, that the Responder fails to meet one or more of these requirements (or if the Responder has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.

Step 3. Evaluation of responses that pass Step 1 and Step 2, based on the following criteria:

- Company (5%)
- Work plan (25%)
- Knowledge and experience of project team (Required & Desired Qualifications) (40%)
- Cost (30%)

Step 4. Interview top-rated Responders. Reevaluation of points for company, work plan and project team qualifications for those Responders interviewed, based on information determined from interview. DHS reserves the right to eliminate Step 4 interviews if, in the judgment of DHS evaluation team, an interview is not required.

Response Requirements

The items below must be completely satisfied in the submission in order for the Response to be considered. At any time during the evaluation phases, the State may, at the State's discretion, contact a Responder to provide further or missing information or clarification of their Response. However, there is no guarantee that the State will look for information or clarification outside of the submitted written Response. Therefore, it is important that the Responder ensure that their Response is complete and **all** requirements have been completely met in order to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

If you have any questions on the administrative requirements listed below, please contact: dhs.it-responses@state.mn.us.

1. Responses must be received no later than **November 12, 2009, 3:00 PM Central Standard Time (CST)**, and must be submitted via email to **dhs.it-responses@state.mn.us**.

Responses sent to any other e-mail address will not be considered.

It is the Responder's sole responsibility to ensure that their submittal is **received** at the dhs.it-responses@state.mn.us email address by the response deadline. Responses **received** after the deadline will not be considered, regardless of any documentation showing when the response email was sent.

2. The Statement of Work # and Project Title should be included in the subject line of your Response e-mail.
3. The Responder must be qualified for both service categories indicated on this SOW, under its 902TS IT Professional/ Technical Services Master Contract with the Office of Enterprise Technology, before the response deadline.
4. Responses must include the following:
 - a. **Cover letter** identifying respondent and respondent's representative during the procurement process
 - b. **Conflict of interest statement** as it relates to this project (see General Requirements section)
 - c. **Company overview** – include the following:
 - i) company history, growth
 - ii) current financial data if publicly available
 - iii) experience working with State agencies
 - iv) references from three clients with similar type projects
 - d. **Project work plan** - proposed work plan, with enough information to be used as a schedule and managing tool. Include the following:
 - i) High-level overview that demonstrates understanding of the services requested
 - ii) Project management methodology
 - iii) Content migration plan
 - iv) Task groupings
 - v) Detailed tasks within these groupings, with deliverables and staff allocation defined
 - vi) Resource allocation – vendor and state staff
 - vii) Realistic timelines
 - viii) Risk assessment
 - e. **Staff qualifications** -The response must specifically indicate how the Responder's project team meets or exceeds all the Required Qualifications and any of the Desired Qualifications. The following must be included:
 - i) Qualification summary information that will allow DHS to easily determine to what extent project team meets or exceeds Required and Desired Qualifications. Below is the suggested format for this information:

Required/Desired Qualifications	Staff – name & role on project	Years of Experience	Projects worked on that demonstrate these qualifications (at least some description, not just a list)	Reference (name, company, phone number)
 - ii) Include resume for each staff member, in addition to the above information. Resume must support qualification summary information.
 - iii) Written example of a taxonomy plan. Indicate which member(s) of proposed project team contributed to its preparation.

- f. **Cost** – detailed cost proposal, including the following
 - i) Total project cost
 - ii) Cost per deliverable
 - iii) Hourly rate and total estimated hours for each staff member you intend to assign to the project. Hourly rates cannot exceed the hourly rates identified in your 902TS master contract.
5. Required forms. These forms must be signed by the appropriate individual within the company, scanned into a file, and included with the e-mail submission. If you do not have access to a scanner, please send an e-mail dhs.it-responses@state.mn.us and other options will be considered.
 - a) Affidavit of non-collusion
 - b) Location of Service Disclosure
6. If applicable, documentation showing Targeted or Economically Disadvantaged Vendor status.
7. If applicable, documentation showing certified, veteran-owned/service disabled small businesses status.

Please note that when verifying eligible service categories and hourly rates, DHS uses the information on the Office of Enterprise Technology's Website. It is the Responder's responsibility to verify that the website information matches their current records and inform the Office of Enterprise Technology of any discrepancies. Please note that OET currently has two active master contract programs. This SOW is only for vendors participating in the 902TS program.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which

must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Responder must agree to the following liability language for this Statement of Work:

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Responder must agree to the following information privacy and security language for this Statement of Work:

Information Privacy and Security.

For purposes of executing its responsibilities and to the extent set forth in this work order, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

Information Covered by this Provision. In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this work order, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by

Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;

- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

Contractor's Use of Information. CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

State's Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

Sanctions. In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

accounting of disclosures of PHI in accordance with 45 CFR §164.528.

- (f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

Criminal Background Check Required

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

- 1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

or

- 2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all responses.

Required Form:

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I certify under penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the proposal submitted in response to the State of Minnesota Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Required Form:

STATE OF MINNESOTA

LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

Check all that apply:

- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
 - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
 - (2) the location where services under the contract will be performed; and
 - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company:

Authorized Signature:

Printed Name:

Title:

Date:_____ Telephone Number:_____

STATE OF MINNESOTA
VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

**Sample Work Order Contract:
STATE OF MINNESOTA
IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____/Thorough Description of Tasks/Duties/

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows:

[List out each deliverable and amount to be paid for each deliverable.]

B. *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

C. *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:_____

4 Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

5 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

6 Authorized Representatives

The State's Authorized Representative is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

7 Key Personnel

The Contractor's Key Personnel is _____. Contractor will not add, replace, remove, or substitute the named key personnel without the prior written approval of the State's Authorized Representative.

8 Information Privacy and Security

For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

8.1 Information Covered by this Provision. In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this agreement, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

8.2 Duties Relating to Protection of Information.

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 8.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

8.3 Contractor's Use of Information. CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.

- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, “*Security incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “*Privacy incident*” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

8.4 State’s Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR’s use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

8.5 Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.

Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

8.6 Sanctions. In addition to acknowledging and accepting the terms set forth in Section 4 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

- 9. Criminal Background Check Required.** CONTRACTOR and employees of CONTRACTOR working on site at STATE's Central Office and accessing STATE's protected information (as defined in 8. Information Privacy and Security of this contract.) must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last 12 months before work can begin under this contract. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.